

# ALSTON & BIRD LLP

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Los Angeles, CA 90071-1410

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Peter A. Nyquist

Direct Dial: 213-576-1142

Email: [pete.nyquist@alston.com](mailto:pete.nyquist@alston.com)

March 12, 2013

**VIA EMAIL & U.S. MAIL**

Mr. Andrew Taylor  
Case Developer  
United States Environmental Protection Agency  
75 Hawthorne Street, SFD-7-5  
8<sup>th</sup> Floor Mail Stop  
San Francisco, CA 94105

Re: Response to 104(e) Request for Information  
San Fernando Valley Area 2 Superfund Site  
Real Property located at 210 S. Victory Blvd., Burbank, CA  
(Former Avibank Mfg., Inc. Facility)

Dear Mr. Taylor:

On behalf of Autry National Center of the American West ("Autry"), we submit this response to the U.S. Environmental Protection Agency's ("EPA") 104(e) Request for Information, dated January 23, 2013. Please direct any future correspondence concerning this matter to my attention, with a copy to Danny Forrest, Director of Capital Projects, of Autry.

Per our discussion, Autry acquired the former Avibank Manufacturing, Inc. ("Avibank") facility located at 210 S. Victory Blvd., in Burbank, CA (the "Property") from Axiom International, Inc. ("Axiom") in 2010, pursuant to a Chapter 7 Bankruptcy proceeding. Details of Axiom's short ownership and use of the Property are unknown. Subsequently, the Autry has used the Property primarily as a storage facility. Notably, since Autry acquired the Property, there has been no use or storage of any hazardous substances at the Property, let alone any spills or releases.

Much of the information sought in the Request for Information is not in Autry's possession, custody, or control. With regard to these items, Autry directs EPA to Avibank for any additional information regarding historic ownership and uses of the Property. However, to the extent Autry has responsive information to the questions in the Request for Information, it is set forth below.

**Responses to Attachment B: Information Request**

1. Danny Forrest  
Director of Capital Projects  
Autry National Center of the American West  
4700 Western Heritage Way  
Los Angeles, CA 90027  
(323) 667-2000

Peter A. Nyquist  
Alston & Bird LLP  
333 S. Hope Street, 16<sup>th</sup> Floor  
Los Angeles, CA 90071  
(213) 576-1142

Mr. Forrest has served as Director of Capital Projects for Autry since September 2, 2010.

2. Autry acquired the Property on July 20, 2010 and is the present owner. Enclosed as Exhibit 1 please find a copy of the grant deed evidencing Autry's acquisition and ownership status. Autry acquired the property from Axium by way of the proceeding described therein.

3. No.

4. No.

5. No.

6. Autry does not possess information responsive to this request. Autry refers EPA to Avibank (as used herein, which includes its affiliated entity, SPS Fastener Division ("SPS")) for information responsive to this request.

7. Autry primarily uses the Property as a storage facility, and has not engaged in any active operations at the Property since it acquired ownership.

8. Autry does not possess information responsive to this request. Autry refers EPA to Avibank for information responsive to this request.

9. Autry does not possess information responsive to this request. Autry refers EPA to Avibank for information responsive to this request.

10. Autry is producing copies of various environmental reports that were provided by Avibank in connection with Autry's acquisition of the Property, and in connection with ongoing environmental work by Avibank under oversight of the Los Angeles Regional Water Quality Control Board. These documents can be accessed electronically via the following FTP site:

ftp://bowyerenvironmental.com  
User Name: guest@bowyerenvironmental.com  
Password: ftpGuest  
Click on: "210 S Victory"

Hard copies of these documents can also be made available upon request.

11. Enclosed as Exhibit 2 please find a fully-executed copy of a Site Access and License Agreement between Autry and the Chapter 7 Trustee for the Bankruptcy Estate of Axium, dated May 10, 2010. Autry refers EPA to Avibank for any additional information.

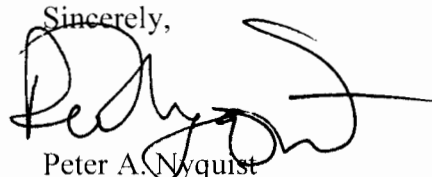
12. Yes. Please refer to copies of various environmental reports referenced in Response No. 10, above. Autry refers EPA to Avibank for any additional information.

13. Please refer to copies of various environmental reports referenced in Response No. 10, above. Autry refers EPA to Avibank for any additional information.

14. Please refer to copies of various environmental reports referenced in Response No. 10, above. Autry refers EPA to Avibank for any additional information.

15. Please refer to copies of various environmental reports referenced in Response No. 10, above. Autry refers EPA to Avibank for any additional information.

We trust this information adequately responds to EPA's Request for Information. Should you have any questions or require any additional information, please do not hesitate to contact us.

Sincerely,  
  
Peter A. Nyquist

**ALSTON & BIRD LLP**

cc: Danny Forrest, Autry National Center (via e-mail)  
Jerry Zuk, Autry National Center (via e-mail)  
Brett Bowyer, Bowyer Environmental Consulting, Inc. (via e-mail)

EXHIBIT I

This page is part of your document - DO NOT DISCARD



**20100989715**



Pages:  
0005

Recorded/Filed in Official Records  
Recorder's Office, Los Angeles County,  
California

07/20/10 AT 08:00AM

FEES:	28.00
TAXES:	NFPR
OTHER:	0.00
PAID:	NFPR



LEADSHEET



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002789219

SEQ:  
08

DAR - Title Company (Hard Copy)



THIS FORM IS NOT TO BE DUPLICATED

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CHICAGO TITLE COMPANY

RECORDING REQUESTED BY:

The Undersigned

WHEN RECORDED MAIL TO  
AND MAIL TAX STATEMENTS TO:

Autry National Center of the American West  
4700 Western Heritage Way  
Los Angeles, CA 90027-1462  
Attn: Luke Swetland



2

Space Above This Line For Recorder's Use

**GRANT DEED**

APN 2451-016-017 &  
APN 2451-016-019

THE UNDERSIGNED GRANTOR(s) DECLARE(s):

STATEMENT OF TRANSFER TAX DUE AND A REQUEST THAT THE AMOUNT OF TAX NOT  
BE MADE PART OF THE PERMANENT RECORD IN THE OFFICE OF THE COUNTY  
RECORDER, PURSUANT TO SECTION 11932 R & T CODE

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Howard M. Ehrenberg Chapter 7 Trustee for the bankruptcy estate of Axium International, Inc.,  
pursuant to Court Order Case No. 02:08-bk-10277-BB filed on January 20, 2010

hereby GRANT(s) to

Autry National Center of the American West, a California nonprofit public benefit  
corporation  
the following described real property in the County of Los Angeles, State of California

LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.

Dated: July 9, 2010

*Howard Ehrenberg, Trustee*  
Howard M. Ehrenberg Chapter 7 Trustee for  
the bankruptcy estate of Axium International, Inc.,  
pursuant to Court Order  
Case No. 02:08-bk-10277-BB filed on January 20, 2010

DOCUMENT TRANSFER TAX \$ <i>Not A Public Record</i>
<input type="checkbox"/> COMPUTED ON FULL VALUE OF PROPERTY CONVEYED
<input type="checkbox"/> OR COMPUTED ON FULL VALUE LESS LIENS AND ENCUMBRANCES REMAINING AT TIME OF SALE.
<i>[Signature]</i> Signature of Debtor or Agent Determining Tax. Firm Name

2451-016-017

106743691-X 49

STATE OF CALIFORNIA }  
COUNTY OF Los Angeles } S.S.

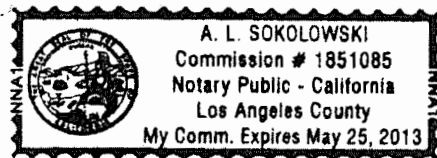
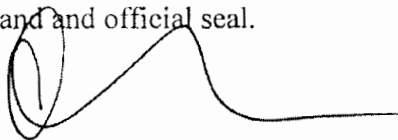
On July 9, 2010 before me, A. L. Sokolowski,  
a Notary Public in and for said County and State,  
personally appeared, Howard M. Ehrenberg

\_\_\_\_\_, who proved to me on the  
basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within  
instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their  
authorized capacity(ies), and that by his/~~her~~/their signature(s) on the instrument the person(s), or  
the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the  
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: \_\_\_\_\_



(Notary Seal)

## EXHIBIT A

### LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

#### PARCEL 1:

THAT PORTION OF LOT 4 OF REPLAT OF FAWKES SUBDIVISION OF PLAT 87 OF BURBANK, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 70 PAGES 58 AND 59 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING SOUTHWESTERLY OF A LINE PARALLEL WITH THE SOUTHWEST LINE OF LAKE STREET, WHICH PASSES THROUGH A POINT IN THE SOUTHEAST LINE OF OLIVE AVENUE, 300 FEET NORTHEASTERLY FROM THE MOST NORTHERLY CORNER OF BLOCK 5 OF SAID TRACT, AND LYING SOUTHEASTERLY OF THE SOUTHEAST LINE OF THE 17 FOOT STRIP OF LAND DESCRIBED IN DEED TO SOUTHERN PACIFIC RAILROAD COMPANY, RECORDED IN BOOK 2296, PAGE 399, OFFICIAL RECORDS.

#### PARCEL 2:

THAT PORTION OF LOT 4 OF REPLAT OF FAWKES' SUBDIVISION OF PLAT 87 OF BURBANK, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 70 PAGES 58 AND 59 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, INCLUDED WITHIN THE BOUNDARIES OF THAT STRIP OF LAND, 17.00 FEET WIDE, DESCRIBED AS PARCEL 2 IN THAT CERTAIN INDENTURE TO THE SOUTHERN PACIFIC RAILROAD COMPANY, RECORDED ON NOVEMBER 30, 1923 IN BOOK 2296 PAGE 399 OF OFFICIAL RECORDS, IN THE OFFICE OF SAID COUNTY RECORDER, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTHWESTERLY LINE OF LAKE STREET, DISTANT 318.50 FEET MEASURED SOUTH 48° 42' 30" EAST, ALONG SAID SOUTHWESTERLY LINE OF LAKE STREET FROM ITS INTERSECTION WITH THE EASTERLY LINE OF OLIVE AVENUE; THENCE SOUTH 41° 17' 30" WEST, A DISTANCE OF 400.12 FEET TO A POINT; THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE TO THE LEFT, HAVING A RADIUS OF 450.09 FEET, AND TO WHICH LAST DESCRIBED COURSE IS TANGENT, A DISTANCE OF 163.65 FEET TO END OF CURVE; THENCE SOUTH 20° 27' 30" WEST TANGENT TO LAST DESCRIBED CURVE, A DISTANCE OF 29.62 FEET TO A POINT; THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE TO THE RIGHT, HAVING A RADIUS OF 467.09 FEET; AND TO WHICH LAST DESCRIBED COURSE IS TANGENT, A DISTANCE OF 169.83 FEET TO END OF CURVE; THENCE SOUTH 41° 17' 30" WEST, TANGENT TO LAST DESCRIBED CURVE, A DISTANCE OF 378.55 FEET TO A

5

POINT IN THE SOUTHWESTERLY BOUNDARY LINE OF PROPERTY J. W. FAWKES; THENCE NORTH 22° 02' WEST, ALONG SAID SOUTHWESTERLY BOUNDARY LINE A DISTANCE OF 19.02 FEET TO A POINT; THENCE NORTH 41° 17' 30" EAST, PARALLEL WITH AND DISTANT SOUTHEASTERLY 2.00 FEET, AT RIGHT ANGLES, FROM THE NORTHWESTERLY BOUNDARY LINE OF PROPERTY OF J. W. FAWKES, A DISTANCE OF 370.00 FEET TO A POINT; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE TO THE LEFT, HAVING A RADIUS OF 450.09 FEET, AND TO WHICH LAST DESCRIBED COURSE IS TANGENT, A DISTANCE OF 163.65 FEET TO END OF CURVE; THENCE NORTH 20° 27' 30" EAST, TANGENT TO LAST DESCRIBED CURVE, A DISTANCE OF 29.62 FEET TO A POINT; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE TO THE RIGHT, HAVING A RADIUS OF 467.09 FEET, AND TO WHICH LAST DESCRIBED COURSE IS TANGENT, A DISTANCE OF 169.83 FEET TO END OF CURVE, THENCE NORTH 41° 17' 30" EAST TANGENT TO LAST DESCRIBED CURVE, A DISTANCE OF 400.12 FEET TO A POINT IN AFORESAID SOUTHWESTERLY LINE OF LAKE STREET; THENCE SOUTH 48° 42' 30" EAST, ALONG SAID SOUTHWESTERLY LINE OF LAKE STREET, A DISTANCE OF 17.00 FEET TO POINT OF BEGINNING. TOGETHER WITH ALL RIGHT, TITLE AND INTEREST OF THE GRANTOR IN AND TO THE LAND UNDERLYING THAT ADJOINING OF THE 100 FOOT WIDE VICTORY BOULEVARD IN SAID CITY, COUNTY AND STATE THAT WOULD PASS BY A LEGAL CONVEYANCE OF THE HEREIN ABOVE DESCRIBED REAL PROPERTY.

EXCEPTING ALL MINERALS AND MINERAL RIGHTS, INTERESTS, AND ROYALTIES, INCLUDING WITHOUT LIMITING, THE GENERALITY THEREOF, OIL, GAS AND OTHER HYDROCARBON SUBSTANCES, AS WELL AS METALLIC OR OTHER SOLID MINERALS, IN AND UNDER THE PROPERTY; HOWEVER GRANTOR OR ITS SUCCESSORS AND ASSIGNS, SHALL NOT HAVE THE RIGHT FOR ANY PURPOSE WHATSOEVER TO ENTER UPON, INTO OR THROUGH THE SURFACE OF THE PROPERTY, AS RESERVED IN DEED RECORDED MARCH 28, 1996 AS INSTRUMENT NO. 96-496292.

**Assessor's Parcel Number:** 2451-016-017 and 2451-016-019

**DO NOT RECORD**

Document Number:	
Date:	7/20/10



STATEMENT OF TRANSFER TAX DUE AND A REQUEST THAT THE AMOUNT OF TAX NOT BE MADE PART OF THE PERMANENT RECORD IN THE OFFICE OF THE COUNTY RECORDER, PURSUANT TO SECTION 11932 R & T CODE



To: The County Recorder

We hereby request that in accordance with the provisions of the Documentary Transfer Tax Act that this form be later affixed to the accompanying document which names:

Howard M. Ehrenberg, Chapter 7 Trustee	One of the Named Grantor's
--	----------------------------

And

Autry National Center of the American West	One the Named Grantee's
--	-------------------------

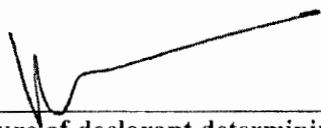
Regarding the Property located in said City and County referred to therein and as described in the attached deed:

The Amount of Documentary Transfer Tax Due on the Accompanying Document is:

County Name	City Name	Transfer Tax
Los Angeles	Burbank	\$8,195.00
		\$

12

Computed on Full value of property conveyed, or	X
Computed on full value less liens & encumbrances remaining at time of sale	

By:   
Signature of declarant determining tax

NOTE: After the permanent record is made, this form will be affixed to conveying document and returned with it, but prior to recording, the document must have the following notation, in lieu of the usual declaration, viz:

"AMOUNT OF REAL PROPERTY TAX DUE IS SHOWN ON SEPARATE PAPER"

POSTED

EXHIBIT 2

## ACCESS AGREEMENT

THIS ACCESS AGREEMENT ("**Agreement**") is entered into as of May 10, 2010, by and between HOWARD M. EHRENBERG, CHAPTER 7 TRUSTEE FOR THE BANKRUPTCY ESTATE OF AXIUM INTERNATIONAL, INC., ("**Licensor**") and AUTRY NATIONAL CENTER OF THE AMERICAN WEST ("**Licensee**").

### RECITALS

A. Licensor is the owner of the real property located at and around 210 S. Victory Boulevard, Burbank, California (the "**Site**"). The Site is generally depicted on Exhibit "A", attached hereto and incorporated herein by this reference.

B. Licensee is a prospective purchaser of the Site.

C. Licensee requires access to the Site for the purpose of conducting limited groundwater monitoring activities, soil borings and sampling and soil vapor monitoring in accordance with the scope of work prepared by Bowyer Environmental Consulting, Inc. ("**BEC**") attached hereto as Exhibit "B" and incorporated herein by this reference.

D. Licensor and Licensee desire to provide for the necessary access, on the terms and conditions set forth herein.

### TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the foregoing recitals and the provisions and covenants set forth herein, Licensor and Licensee hereby agree as follows:

1. License and Term. Licensor hereby provides to Licensee and its representatives, employees, agents, consultants (including, but not limited to, BEC), contractors, subconsultants and subcontractors (collectively the "**Licensed Entrants**") a nonexclusive license and right to enter upon the Site for the purposes set forth in this Agreement. The License shall commence on the date of execution of this Agreement and shall terminate on the earlier of: (i) three (3) months after the effective date of this Agreement; (ii) when Licensee has completed its permitted use and no longer requires use of the Site and has so notified Licensor; or (iii) if this Agreement is otherwise terminated as provided in section 14 of this Agreement.

2. Purpose and Scope of License. Licensed Entrants may enter and use the Site for the purpose of performing environmental assessment and monitoring activities ("**Approved Work**"), subject to the terms and conditions of this Agreement. Approved Work shall consist of advancing three temporary monitoring wells located at the Site, two along the southern perimeter and one upgradient of potential metals impacts. The work will also include installation of sixteen soil vapor probes along the southern site boundary and the drilling of seven angle borings to potential depths of 80 feet. The Approved Work also includes sampling from these locations as described further in Exhibit B hereto. The scope of Approved Work may otherwise only be modified upon the written consent of Licensor.

3. Costs. Entry onto, and use of, the Site by any of the Licensed Entrants, and any other work, activities or services of any Licensed Entrants in connection with this Agreement, shall be at the sole cost and expense of Licensee.

4. Notice of Entry. Licensee shall notify Licenser at least 48 hours in advance of any scheduled entry upon the Site to commence Approved Work, in accordance with the notice requirements set forth in section 13 of this Agreement. Such notice shall include, at a minimum, the date(s) when any Licensed Entrants will enter and perform Approved Work at the Site. The Licensed Entrants shall keep Licenser reasonably informed of any changes in the schedule.

5. Permits & Approvals; Reports. Licensee shall, at its sole expense, obtain any and all permits or governmental approvals needed in connection with the Approved Work. Licensee shall provide Licenser, upon request, with copies of all final data and laboratory test results which are obtained in connection with the Approved Work within five (5) business days after they are made available to Licensee.

6. Performance of Work. All activities, including Approved Work, by or for Licensee at the Site shall be performed in compliance with all applicable laws and regulations and in a professional, environmentally-sound and workmanlike manner by persons or firms duly qualified, licensed or registered to perform such work.

7. Waste. Any waste materials generated in connection with Approved Work at the Site shall be properly contained while still on the Site and shall be removed from the Site by Licensee or a Licensed Entrant for proper offsite disposal or other lawful disposition within a reasonable time after completion of the Approved Work.

8. Repair. In the event that any Licensed Entrant causes any damage (excluding normal wear and tear) at or about the Site, then Licensee shall promptly repair and restore the portions of the Site damaged to substantially the same condition as existed prior to the damage.

9. Indemnity & Limited Release.

Licensee shall indemnify, defend and hold Licenser harmless from and against any claims, damages, demands, losses, liabilities, expenses, penalties, and liens (collectively, "**Claims**"), arising in any manner from (a) the entry and use of the Site or any part thereof by any Licensed Entrant, or (b) any breach by Licensee of the terms, covenants or conditions contained in this Agreement, except to the extent that such Claims arise from (i) any negligent or willful acts or omissions of Licenser, or (ii) Licenser's failure or refusal to reasonably comply with any request, order or directive from any regulatory or governmental agency related to the Approved Work.

10. Insurance. Prior to entry under this Agreement, Licensee shall ensure that BEC and other Licensed Entrants are covered under policies of insurance for the following types of coverage, each (with the exception of Workers' Compensation or equivalent coverage) with a limit of liability of US\$1,000,000, combined singled limit: Workers' Compensation or equivalent coverage (as required under applicable statute); Employer's Liability; Comprehensive General Liability (public liability); Professional Errors and Omissions; and Contractor's Pollution Liability.

11. No Liens. Licensee shall ensure that the Site remain free of liens (including but not limited to mechanics liens or other liens for labor or material) arising out of the Licensee's entry and work under this Agreement.

12. No Unreasonable Disturbance. Licensee shall use best efforts to avoid or minimize any disturbance or interference with any improvements, operations or property at the Site.

13. Notices. All notices, consents, approvals, requests, demands and other communications (collectively, "**Notice**") which Licensor or Licensee are required or desire to serve upon or deliver to the other party shall be in writing and shall be given by personal delivery, by nationally-recognized overnight courier (such as Federal Express or UPS), by registered or certified United States mail, or by facsimile or electronic mail addressed as set forth below (provided, however, that if notice is sent by facsimile or electronic mail, a copy shall be sent on the same day or the next business day by one of the other specified methods of delivery):

If to Licensor:

Howard M. Ehrenberg  
Chapter 7 Trustee for the Bankruptcy  
Estate of Axiom International, Inc.  
333 South Hope Street, 35<sup>th</sup> Floor  
Los Angeles, CA 90071  
Telephone: (213) 626-2311  
Fax: (213) 629-4520  
E-mail: [hehrenberg@sulmeyerlaw.com](mailto:hehrenberg@sulmeyerlaw.com)

If to Licensee:

Luke Swetland  
Vice President & Chief Operating Officer  
Autry National Center of the American West  
4700 Western Heritage Way  
Los Angeles, CA 90027-1462  
Telephone: (323) 667-2000, Ext. 304  
Fax: (323) 660-5721  
E-mail: [lswetland@theautry.org](mailto:lswetland@theautry.org)

With a copy to:

Kurt Weissmuller, Esq.  
Alston & Bird LLP  
333 South Hope Street, 16<sup>th</sup> Floor  
Los Angeles, CA 90071  
Telephone: (213) 576-1000  
Fax: (213) 576-1100  
E-mail: [kurt.weissmuller@alston.com](mailto:kurt.weissmuller@alston.com)

The foregoing addresses may be changed by Notice given in accordance with this section 13. All Notices sent by mail shall be deemed received two (2) days after the date of mailing. All Notices sent by facsimile shall be deemed received upon electronic confirmation of the successful transmission thereof, and all Notices sent by electronic mail shall be deemed received upon electronic transmission thereof without receipt back of electronic notice of non-delivery, provided that a copy is also sent by another specified method. All Notices sent by messenger or overnight courier service shall be deemed received on the day of actual delivery as shown by the confirmation of delivery by the messenger or courier service. If the date of receipt of any Notice to be given hereunder falls on a weekend or legal holiday, then such date of receipt shall automatically be deemed extended to the next business day immediately following such weekend or holiday for purposes of calculating time periods commencing upon the date of service.

14. Termination. After fully completing use of the Site for the purposes identified in section 2 of this Agreement, Licensee shall give Licensor notification of termination of the term of this Agreement by virtue of such completion. This Agreement may further be terminated at any time, without cause, by either Licensee or Licensor upon at least thirty (30) days' notice in writing served upon the other party.

15. No Admission; Reservation of Rights. By entering into this Agreement, neither Licensor nor Licensee acknowledges any liability to one another or to any third party, neither waives any defenses that it may have to any claims of one another or to any third party, and each expressly reserves any rights and claims that it may have against one another or any third party, including without limitation any claims arising from or in connection with entry under this Agreement.

16. No Assignment. Licensee shall not assign or transfer this License or any interest herein without the written consent of Licensor.

17. Compliance with Laws. Throughout the term of this Agreement, Licensee and Licensor shall at all times comply fully with all applicable laws, ordinances, rules, and regulations of any governmental agency having jurisdiction over the Property.

18. Governing Law and Venue. This Agreement shall be construed under and governed by the laws of the State of California, without regard to conflicts of laws principles, and venue for any claim or dispute arising under this Agreement shall be in a court of competent jurisdiction in Los Angeles County, California.

19. Attorneys' Fees. In the event that any judicial suit, action, or other proceeding is instituted to remedy, prevent, or obtain relief for breach of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, and reasonable expert fees, incurred in each and every such judicial suit, action, or other proceeding, including any and all appeals or petitions.

20. Counterparts. This Agreement may be executed in counterparts and all counterparts so executed shall together constitute one Agreement binding on the parties hereto. Delivery of signatures by facsimile or other electronic transmission shall be deemed effective as an original.

21. Arms' Length Negotiations. Licensor and Licensee acknowledge that this Agreement has been negotiated at arms' length, and that each party has either been advised by independent counsel or was afforded the opportunity to seek advice of counsel and declined to do so.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto as of the day and year first above written.

LICENSOR:

HOWARD M. EHRENBERG, CHAPTER 7 TRUSTEE FOR THE BANKRUPTCY ESTATE  
OF AXIUM INTERNATIONAL, INC.,

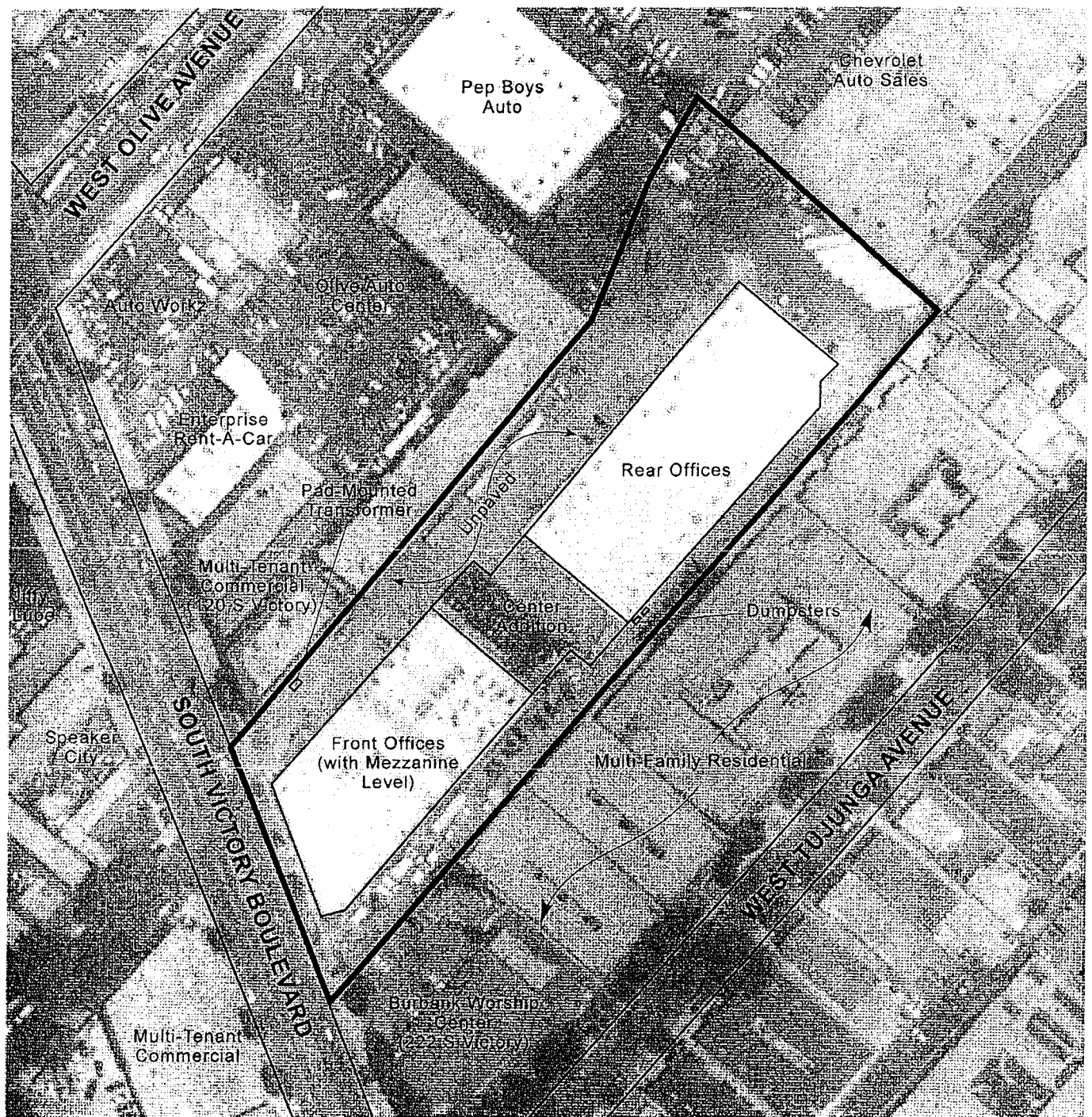
By: [Signature]  
Name: Howard Ehrenberg  
Title: Ch. 7 Trustee

LICENSEE:

AUTRY NATIONAL CENTER OF THE AMERICAN WEST  
a California corporation

By: [Signature]  
Name: John Gray  
Title: President & Chief Executive Officer

# EXHIBIT A



## SITE PLAN

FIGURE 2

Former Avibank Facility  
210 South Victory Boulevard  
Burbank, California 91503

**URS**

URS Job No: 29404348

FIGURE NOT  
TO SCALE



# EXHIBIT B

**EXHIBIT “B”**

**Scope of Work**

BEC shall perform the following tasks as requested and directed by Alston, relating to the legal advice it gives to Autry, concerning the potential acquisition of the property located at 210 S. Victory Boulevard in Burbank, California:

- Plan and coordinate field activities;
- Perform geophysical survey;
- Drill and sample 7 angle soil borings to a depth of approximately 80 feet each;
- Collect and analyze approximately 42 soil samples (from depths of approximately 5, 10, 20, 35, 55, and 75 feet from each boring) for CAM Metals;
- Collect and analyze approximately 21 soil samples (depths to be determined based on the total chromium results) for hexavalent chromium;
- Install and sample 16 soil vapor probes (8 to 5 feet, and 8 to 15 feet);
- Analyze 16 soil gas, 3 purge test and 1 duplicate vapor samples for VOCs by EPA 8260B;
- Drill and sample three soil boring to a depth of approximately 80 feet;
- Collect and analyze approximately 8 soil samples for VOCs by EPA method 8260B;
- Install three temporary groundwater well, collect three grab groundwater samples and analyze for VOCs by EPA Method 8260 B, CAM Metals and hexavalent chromium;
- Implement field and laboratory work consistent with the Quality Assurance Project Plan (QAPP) for San Gabriel Valley and San Fernando Valley Cleanup Program;
- Communicate draft results and participate in conference calls, as necessary to communicate the draft results; and
- Prepare a draft and final report that summarizes the results and presents conclusions and recommendations, if appropriate.

BEC shall not undertake any additional work unless authorized in writing by Alston and Client.